SOLICITATION, OFFER	R AND AW	ARD	1			RACT IS A RAT	ED ORDER	RATING	PAGE OI	F PAGES
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2. CONTRACT NO.	3. SOLICITAT	ION NO.				OLICITATION	5. DATE ISSUE	D 6. REQUISITI	ION/PURCHA	SE NO.
	N00174-03-R	-0028				BID (IFB) ATED (RFP)	23 Apr 2003			
7. ISSUED BY	CODE	N00174	[[\ \]	_		DRESS OFFER	TO (If other the	n Item 7) C	CODE	
NAVSEA INDIAN HEAD	CODE	1400174		\dashv			10 (II omer the	in item //	ODE	
ATTN: SAMANTHA GRAY 101 STRAUSS AVE	TEI - 2/	01/744-6747			S	ee Item 7		т	EL:	
INDIAN HEAD MD 20640-5035		01/744-6747 01/744-6547							AX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mea								·	700.	
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	ies for furnishing						e received at the p			
handcarried, in the depository located in		BLDG.	1558, S	SUPF	PLY	DEPT.	until	15 00 local ti	ime 23 May 2	2003
CAUTION - LATE Submissions, Modifica	tions, and Withdr	awals: See	Section	ı L, P	rovis	sion No. 52.214-7	7 or 52.215-1. All	()		ıd
conditions contained in this solicitation.								_		
10. FOR INFORMATION A. NAME		B. TI	ELEPHON	NE (In	clude	area code) (NO COL	LECT CALLS) C. E-M			
CALL: SAMANTHA GRAY							gra	ysm@ih.navy.mi	i.	
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(X) SEC. DESCRIPTION PART I - THE SCI		PAG	E(S) (X	() [S	EC.	n.	DESCRIP		7	PAGE(S)
X A SOLICITATION/ CONTRACT F		1	X	. T	I (CONTRACT CL	ART II - CONTR AUSES	ACT CLAUSES	<u> </u>	18
X B SUPPLIES OR SERVICES AND				_			CUMENTS, EXH	IBITS AND OT	HER ATTAC	
X C DESCRIPTION/ SPECS./ WORK		5	Х			LIST OF ATTAC				27
X D PACKAGING AND MARKING		6					EPRESENTATIO		RUCTIONS	
X E INSPECTION AND ACCEPTAN		9	— х				TIONS, CERTIFIC			28
X F DELIVERIES OR PERFORMAN X G CONTRACT ADMINISTRATIO		10 13	X	+			MENTS OF OFFE OS., AND NOTICE		oc .	38
X H SPECIAL CONTRACT REQUIR		17	T x				FACTORS FOR A		CO.	41
						mpleted by o				
NOTE: Item 12 does not apply if the solici										
12. In compliance with the above, the under							calendar days (60	calendar days un	less a different	period
is inserted by the offeror) from the date fo							pon which prices a	re offered at the p	price set opposi	ite
each item, delivered at the designated poin		me specifie	ed in the	sche	dule.					
13. DISCOUNT FOR PROMPT PAYMEN (See Section I, Clause No. 52.232-8)	ľΤ									
14. ACKNOWLEDGMENT OF AMENDM	MENTS	AME	ENDME	NT N	JO	DATE	AME	NDMENT NO.	DA	ГЕ
(The offeror acknowledges receipt of an		Alvii	INDIVIE.	INII	NO.	DATE	AIVIE	NDMENT NO.	DA	I L
to the SOLICITATION for offerors and										
documents numbered and dated):	SE	L		~~~			46 2542 67 4277 6		011.11.	755 70
15A. NAME COI	JE[FAC	CILIT	Υ		16. NAME AND T	TTLE OF PERSO (Type or print)	ON AUTHORI	ZED TO
ADDRESS							BIGIT OFF ER	(Type or print)		
OF										
OFFEROR										
15B. TELEPHONE NO (Include area code)		IECK IF RI					17. SIGNATURE		18. OFFER	DATE
		DIFFEREN ICH ADDR				E - ENTER ILE				
	, 50					ompleted by G	Covernment)			
19. ACCEPTED AS TO ITEMS NUMBER	RED 20. AMO		, (LIC)	10 1	,		TING AND APPR	OPRIATION		
22. AUTHORITY FOR USING OTHER T	HAN FULL ANI	O OPEN CO	OMPET	TTIO	N:	23 SUBMIT I	INVOICES TO AI	ODRESS SHOW	N IN ITEM	1
10 U.S.C. 2304(c)()	41 U.S.C. 2	253(c)()				therwise specified)	DICESS SITO W		
24. ADMINISTERED BY (If other than Ite	em 7) COI	DE				25. PAYMEN	T WILL BE MAD	E BY	CODE	
									•	
26. NAME OF CONTRACTING OFFICER	R (Type or print)					27. UNITED S	STATES OF AME	RICA	28. AWAR	D DATE
						(Signature	of Contracting Office	r)		
IMPORTANT - Award will be made on thi	s Form, or on Sta	ndard Form	1 26. or	by ot	her a					

SECTION B Supplies or Services and Prices

The item to be procured from this solicitation is a component on the NAVSEA Indian Head Qualified Manufacture's List. To be considered eligible for award, offerors must be approved sources in accordance with NAVSEA QML Qualification Plan. Note: Qualification could require substantial initial investment and/or an extended qualification time period. In accordance with FAR 9.202 (e), the Contracting Officer will not delay a proposed award in order to provide a potential offeror with an opportunity to demonstrate its ability to meet the qualification requirements.

Please contact Ms. Samantha Gray, graysm@ih.navy.mil if you wish to learn more about the NAVSEA QML program.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0001 MK 26 Initiators 4,500 Each
FFP - In accordance with the Detail Specification and
DWG NR 233AS912F

NET AMT

Option I

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0002 MK 26 Initiators Each

In accordance with the Detail Specification and

DWG NR 233AS912F

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		500	Each		
0002AB		1000	Each		
0002AC		1500	Each		
0002AD		2000	Each		
0002AE		2500	Each		
0002AF		3000	Each		
0002AG		3500	Each		
0002AH		4000	Each		
0002AJ		4500	Each		
0002AK		5000	Each		

Option II ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0003 MK 26 Initiators Each

In accordance with the Detail Specification and

DWG NR 233AS912F

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		500	Each		
0003AB		1000	Each		
0003AC		1500	Each		
0003AD		2000	Each		
0003AE		2500	Each		
0003AF		3000	Each		
0003AG		3500	Each		
0003AH		4000	Each		
0003AJ		4500	Each		
0003AK		5000	Each		

Option III

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT**

0004 MK 26 Initiators Each

In accordance with the Detail Specification and

DWG NR 233AS912F

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		500	Each		
0004AB		1000	Each		
0004AC		1500	Each		
0004AD		2000	Each		
0004AE		2500	Each		
0004AF		3000	Each		
0004AG		3500	Each		
0004AH		4000	Each		
0004AJ		4500	Each		
0004AK		5000	Each		

Option IV

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0005 MK 26 Initiators Each

In accordance with the Detail Specification and

DWG NR 233AS912F

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		500	Each		
0005AB		1000	Each		
0005AC		1500	Each		
0005AD		2000	Each		
0005AE		2500	Each		
0005AF		3000	Each		
0005AG		3500	Each		
0005AH		4000	Each		
0005AJ		4500	Each		
0005AK		5000	Each		

Note: Should the Government choose to exercise the options, each option will be exercised for one quantity only. Under no circumstances will the options be exercised for more than one quantity. Once a particular option has been exercised, that option is no longer available.

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0004 - PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT) (NAVSEA)

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

HQ D-2-0006 - MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

- (a) <u>Marking</u>. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) <u>Packing List(s)</u>. A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

- (c) <u>Master Packing List</u>. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) <u>Part Identification</u>. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

IHD 2 EXPLOSIVE OR HAZARDOUS MATERIALS – PACKAGING & LABELING (NAVSEA IHD)

(a) Packaging, Packing, Marking and Labeling of Explosive materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled,

placarded, etc) for shipment in accordance all applicable Department of Transportation/Department of Defense regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstance shall the contractor knowingly use materials, markings or procedures that are not in accordance with law and regulations applicable to the mode of transportation employed.

Mod	e of Transportation	Applicable Regulation
1.	Domestic Highway	A
2.	Domestic Commercial Air	A, B
3.	Export Surface	A, C, E
4.	Export Commercial Air	A, B, E
5.	Export Military Air (MAC)	D, E

List of Regulations

- A. Code of Federal Regulations Title 49
- B. International Air Transport Association (IATA) Dangerous Goods Regulation
- C. International Maritime Organization (IMO) Dangerous Goods Regulation
- D. Air Force Joint Manual (AFJAM) Preparation of Hazardous Materials for Military Air Shipment
- E. Export shipments are also subject to the domestic regulations indicated to transport the material to the port of embarkation (POE).
- (c) Markings listed below are a minimum for acceptance of the material:
 - 1. Proper Shipping Name, UN Number, Name and Address of Shipper and Consignee as required by all the above regulations.
- (d) Additional Required Markings for EXPLOSIVE Material

1.	National Stock Number 1340LLIH51733 or
	Local Stock Number

- 2. Material Item Nomenclature
- 3. Lot # / Quantity contained in this package
- 4. Net Explosive Weight / Gross Weight of Package
- (e) A packing list must be placed on the outside of the package with the shipping papers (i.e. DD 250, DD 1149, etc) enclosed. The shipping papers must include the technical point of contact at Destination for Delivery. All other documentation should be placed in a separate packing list.

TECHNICAL POINT OF CONTACT FOR DELIVERY: NAME: CODE: PHONE NUMBER: (301) 744 –

IHD 30 - HAZARDOUS MATRIALS (NAVSEA/IHD) FEB 2000

- (a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL and all applicable government and carrier regulations in effect at time of shipment.
- (b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials,

markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

REGULATIONS	APPLICABLE
1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
*4. Export Surface	A, E, G
*5. Export Air Commercial	A,.D, G
*6. Export Air Military (MAC)	F, G

LIST OF REGULATIONS

TYPE OF SHIPMENT

- A. Code of Federal Regulations Title: 49 Transportation Parts 100
- B. Official Air Transport Restricted Articles Tariff No. 6C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Joint Manual (AFJM) 24Preparation of Hazardous Materials for Military Air Shipment
- *G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
ALL	DESTINATION	GOVERNMENT	DESTINATION	GOVERNMENT
OT T3 TO				

CLINS

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

ISO 9000 OR EQUIVALENT

(End of clause)

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 45 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

CLINS 0001	DELIVERY DATE 12.00 WEEKS ADC	UNIT OF ISSUE Each	QUANTITY 4,500.00	FOB Dest.	SHIP TO ADDRESS N00174 NAVSEA INDIAN HEAD RECEIVING RECEIVING OFFICER BLDG 116 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035
0002	12.00 WEEKS AOE FOR ALL ASSOCIATED CLINS	Each			Same as CLIN 0001
0002AA		Each	500.00	Dest.	Same as CLIN 0001
0002AB		Each	1,000.00	Dest.	Same as CLIN 0001
0002AC		Each	1,500.00	Dest.	Same as CLIN 0001
0002AD		Each	2,000.00	Dest.	Same as CLIN 0001
0002AE		Each	2,500.00	Dest.	Same as CLIN 0001
0002AF		Each	3,000.00	Dest.	Same as CLIN 0001
0002AG		Each	3,500.00	Dest.	Same as CLIN 0001
0002AH		Each	4,000.00	Dest.	Same as CLIN 0001
0002AJ		Each	4,500.00	Dest.	Same as CLIN 0001
0002AK		Each	5,000.00	Dest.	Same as CLIN 0001
0003	12.00 WEEKS AOE FOR ALL ASSOCIATED CLINS	Each			Same as CLIN 0001
0003AA		Each	500.00	Dest.	Same as CLIN 0001
0003AB		Each	1,000.00	Dest.	Same as CLIN 0001
0003AC		Each	1,500.00	Dest.	Same as CLIN 0001
0003AD		Each	2,000.00	Dest.	Same as CLIN 0001
0003AE		Each	2,500.00	Dest.	Same as CLIN 0001
0003AF		Each	3,000.00	Dest.	Same as CLIN 0001
0003AG		Each	3,500.00	Dest.	Same as CLIN 0001
0003AH		Each	4,000.00	Dest.	Same as CLIN 0001
0003AJ		Each	4,500.00	Dest.	Same as CLIN 0001
0003AK		Each	5,000.00	Dest.	Same as CLIN 0001
0004	12.00 WEEKS AOE FOR	Each			Same as CLIN 0001

	ALL ASSOCIATED CLINS				
0004AA		Each	500.00	Dest.	Same as CLIN 0001
0004AB		Each	1,000.00	Dest.	Same as CLIN 0001
0004AC		Each	1,500.00	Dest.	Same as CLIN 0001
0004AD		Each	2,000.00	Dest.	Same as CLIN 0001
0004AE		Each	2,500.00	Dest.	Same as CLIN 0001
0004AF		Each	3,000.00	Dest.	Same as CLIN 0001
0004AG		Each	3,500.00	Dest.	Same as CLIN 0001
0004AH		Each	4,000.00	Dest.	Same as CLIN 0001
0004AJ		Each	4,500.00	Dest.	Same as CLIN 0001
0004AK		Each	5,000.00	Dest.	Same as CLIN 0001
0005	12.00 WEEKS AOE FOR	Each			Same as CLIN 0001
	ALL ASSOCIATED				
	CLINS				
0005AA		Each	500.00	Dest.	Same as CLIN 0001
0005AB		Each	1,000.00	Dest.	Same as CLIN 0001
0005AC		Each	1,500.00	Dest.	Same as CLIN 0001
0005AD		Each	2,000.00	Dest.	Same as CLIN 0001
0005AE		Each	2,500.00	Dest.	Same as CLIN 0001
0005AF		Each	3,000.00	Dest.	Same as CLIN 0001
0005AG		Each	3,500.00	Dest.	Same as CLIN 0001
0005AH		Each	4,000.00	Dest.	Same as CLIN 0001
0005AJ		Each	4,500.00	Dest.	Same as CLIN 0001
0005AK		Each	5,000.00	Dest.	Same as CLIN 0001

ADC= AFTER DATE OF CONTRACT AOE= AFTER OPTION IS EXERCISED

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE
ITEM NO. QUANTITY WITHIN DAYS AFTER DATE
OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

- (a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.
- (b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.
- (c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer Indian Head Division Naval Sea Systems Command 101 Strauss Avenue Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting

classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms

- (e) The contractor shall prepare:
 - a separate invoice for each activity designated to receive the supplies or services.
 - __ a consolidated invoice covering all shipments delivered under an individual order.
 - x either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

MAIL INVOICES TO: NAVSEA INDIAN HEAD DIVISION
COMPTROLLER DEPT., CODE 021
ACCOUNTING AND FINANCE DIVISION, BLDG. 1601
101 STRAUSS AVE

INDIAN HEAD, MD. 20640-5035

NOTE: It is extremely important that your invoice be mailed to the address cited above. **FAILURE TO DO SO WILL RESULT IN A DELAY OF YOUR PAYMENT**. Informational copies of the invoice may be mailed to the contract administrator/ and or the technical point of contact; however, the official invoice must be mailed to the Indian Head Comptroller Department.

* Check applicable procedure. (End of clause)

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor <u>must</u> initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's	
administer the contract if such address is different from the address shown on the SF 26 or SF 33, a	s applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:

Phone Number: (301)744-

Payments/Invoicing:

Phone Number: (301)744-

Technical Representative:

Phone Number: (301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Ruth D. Adams at (301) 744-6655.

NOTE: INFORMATION WILL BE SUPPLIED AT TIME OF AWARD.

IHD 76 - <u>INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION</u> AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

- 1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.
- 2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	01 January (Tuesday)*
Martin Luther King's	21 January (Monday)*
Birthday	
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

- * If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.
- 3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	FROM	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000

- (a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be () maintained by the contractor for a minimum of one (l) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: Code 2240C: Bobbi Bosker).
- (b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

- (c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.
- (d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.
- (e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

- (a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (l) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 2240C: Bobbi Bosker.
- (b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

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5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) <u>National Item Identification Number (NIIN)</u>. The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) <u>National Stock Number (NSN)</u>. The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

IHD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

4	52.202-1	Definitions	DEC 2001
4	52.203-3	Gratuities	APR 1984
4	52.203-5	Covenant Against Contingent Fees	APR 1984
4	52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
4	52.203-7	Anti-Kickback Procedures	JUL 1995
4	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	JAN 1997
		Improper Activity	
4	52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
	52.203-12		JUN 1997
	52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
	52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
	52.211-5	Material Requirements	AUG 2000
	52.215-2	Audit and RecordsNegotiation	JUN 1999
	52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
	52.215-14	Integrity of Unit Prices	OCT 1997
	52.215-21	Requirements for Cost or Pricing Data or Information Other Than	OCT 1997
•	2.210 21	Cost or Pricing DataModifications	001 1997
4	52.219-8	Utilization of Small Business Concerns	OCT 2000
	52.222-3	Convict Labor	AUG 1996
	52.222-19	Child LaborCooperation with Authorities and Remedies	SEP 2002
	52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
	52.222-21	Prohibition Of Segregated Facilities	FEB 1999
	52.222-26	Equal Opportunity	APR 2002
	52.222-35	Equal Opportunity Equal Opportunity For Special Disabled Veterans, Veterans of the	DEC 2001
•	32.222-33	Vietnam Era and Other Eligible Veterans	DEC 2001
	52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
	52.222-30		DEC 2001
٠	32.222-37	Employment Reports On Special Disabled Veterans, Veterans Of	DEC 2001
	50 000 (The Vietnam Era, and Other Eligible Veterans	MAN 2001
	52.223-6	Drug Free Workplace	MAY 2001
	52.223-11	Ozone-Depleting Substances	MAY 2001
	52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
	52.225-15	Santioned European Union Country End Products	FEB 2000
	52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic	JUN 2000
		Enterprises	HH 1005
	52.227-1	Authorization and Consent	JUL 1995
	52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
		Infringement	
	52.227-9	Refund Of Royalties	APR 1984
	52.229-3	Federal, State And Local Taxes	JAN 1991
	52.229-5	TaxesContracts Performed In U S Possessions Or Puerto Rico	APR 1984
	52.229-6	TaxesForeign Fixed-Price Contracts	JAN 1991
	52.232-1	Payments	APR 1984
	52.232-8	Discounts For Prompt Payment	FEB 2002
4	52.232-9	Limitation On Withholding Of Payments	APR 1984
	52.232-11	Extras	APR 1984
	52.232-16	Progress Payments	DEC 2002
	52.232-17	Interest	JUN 1996
	52.232-23	Assignment Of Claims	JAN 1986

52.232-25	Prompt Payment	FEB 2002
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	ChangesFixed Price	AUG 1987
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	MAR 1999
	Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection	NOV 1995
	Under The Intermediate Range Nuclear Forces (INF) Treaty	
252.209-7001	Disclosure of Ownership or Control by the Government of a	MAR 1998
	Terrorist Country	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The	MAR 1998
	Government of a Terrorist Country	
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free EntryQualifying Country Supplies (End Products and	AUG 2000
252 225 5212	Components)	A T T G 2000
252.225-7010	Duty-Free EntryAdditional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free EntryEligible End Products	AUG 2000
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	JUN 1997
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

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52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

- (a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets

the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

NSWC Indian Head 101 Strauss Ave Indian Head, MD 20640 Attn: Samantha Gray, Code 1142I

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name	
Manufacturer's Name	
Source's Name	
Item Name	
Service Identification	
Test Number	(to the extent known)

- (d) Even though a product or service subject to a qualification requirement is not in itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate the contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interests, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

- (a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarrent by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for

information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within <u>AS INDICATED BELOW</u>. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

OPTION I WITHIN 365 DAYS AFTER CONTRACT AWARD
OPTION II WITHIN 365 DAYS AFTER EXERCISE OF OPTION I
OPTION IV WITHIN 365 DAYS AFTER EXERCISE OF OPTION II
(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged

business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- Offeror elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.
- (f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the

Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/

http://www.acq.osd.mil/dp/dars/dfars/dfars.html

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this
contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires
that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to
the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

List of Attachments

- 1)
- Detailed Specification Sheet Drawing # 233AS912 REV F 2)

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence	APR 1991
	Certain Federal Transactions	
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.225-7017	Prohibition on Award to Companies Owned by the People's	FEB 2000
	Republic of China	

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effective connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)
52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.
(End of provision)
52.207-4 ECONOMIC PURCHASE QUANTITYSUPPLIES (AUG 1987)
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

ITEM	QUANTITY	QUOTATION	TOTAL		

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

- 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)
- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

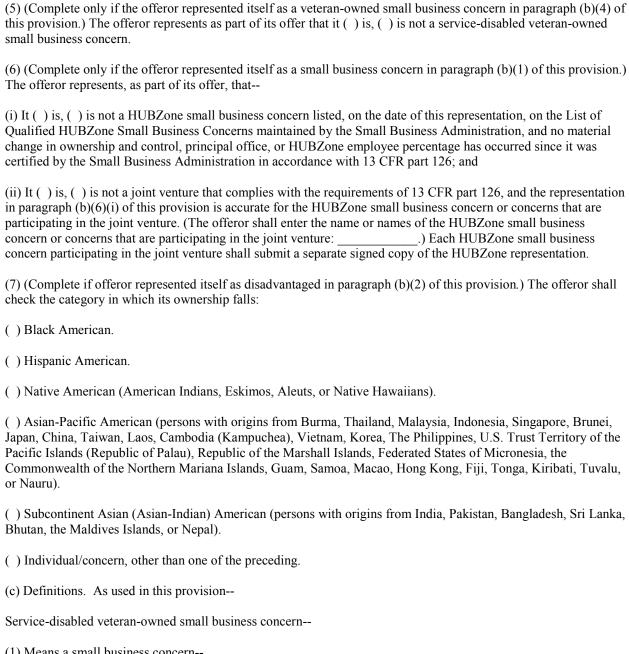
Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993 (insert NAICS code).
- (2) The small business size standard is 1500 (insert size standard).
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.



- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is serviceconnected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- (b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product
Listed Countries of Origin
(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.
() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(End of provision)
52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
The offeror represents that
(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) [] It has, [] has not, filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
(End of provision)
52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
The offeror represents that
(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR $60-1$ and $60-2$), or
(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(End of provision)
52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- [] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- [] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- [] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- [] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- (a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner:
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

- (a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.
- (c) Certifications. (1) The Offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only prolifying country and products)

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

	<u>Line Item Number</u>	Country of Origin (If known)			
(End of provision	on)				
252.247-7022	REPRESENTATION OF EXTENT OF TRAI	NSPORTATION BY SEA (AUG 1992)			
transportation o	shall indicate by checking the appropriate bland of supplies by sea is anticipated under the results of Supplies by Sea clause of this solicitation.				
(b) Representat	ion. The Offeror represents that it:				
(1) Does a resulting from t		a in the performance of any contract or subcontract			
	not anticipate that supplies will be transported bulting from this solicitation.	y sea in the performance of any contract or			
(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FA Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.					
(End of provision	on)				

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to OfferorsCompetitive Acquisition	MAY 2001
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.217-7026	Identification of Sources of Supply	NOV 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; x DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ruth D. Adams, Code 1142, NAVSEA Indian Head, 101 Strauss Ave., Indian Head, MD 20640-5035.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

- (a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides engineering support to Naval Surface Warfare Center, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.
- (b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
- (c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.
- (d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.
- (e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

HQ L-2-0010 - <u>SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE</u> (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

I. GENERAL INSTRUCTIONS

This procurement is on Indian Head's Qualified Manufactures List (QML), therefore to be eligible for award, offeror's must be approved sources in accordance with the NAVSEA QML Qualification Plan.

Offerors shall submit the following information:

1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B.

SECTION M Evaluation Factors for Award

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52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

IHD 211 - <u>SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)</u>

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government. Award will be made to the pre-approved QML offeror who submits the lowest price. The successful offeror must meet Contractor Qualifications in accordance with FAR 9.

DTL WS 33469A CAGE Code 14083 7 November 2000 SUPERSEDING WS33469 30 March 1998

DETAIL SPECIFICATION

ITEM SPECIFICATION

FOR THE

INITIATOR, MK 26 MOD 0

Prepared for:
US Army Industrial Operations Command
Rock Island, IL 61299-6000

Prepared by:
Indian Head Division
Naval Surface Warfare Center
101 Strauss Avenue
Indian Head, MD 20640-5035

SUBMITTED BY:

John H. Ferguson, F.

John H. Ferguson, Jr.

2.75-Inch Rocket Motor Project Engineer Indian Head Division, NSWC

APPROVED FOR USE AS

PRODUCT BASELINE BY:

Charles E. Paras

Rocket Systems Technical Manager Indian Head Division, NSWC

(2.75-Inch Rocket Motor Design Agent)

FSC 1340

DATE: \Z /20/60

DISTRIBUTION STATEMENT D: Distribution authorized to the Department of Defense and DoD Contractors only; Administrative or Operational Use; 28 May 1996. Other requests for this document shall be referred to Commander, Indian Head Division, Naval Surface Warfare Center, Indian Head, MD, 20640-5035, Code 5710 via 102.

DESTRUCTION NOTICE. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

INCH POUNDS
DTL WS 33469A
CAGE Code 14083
7 November 2000

DETAIL SPECIFICATION

INITIATOR, MK 26 MOD 0

This specification is approved for use by the Naval Sea Systems Command, Department of the Navy, and is available for use by all Departments and Agencies of the Department of Defense.

1. SCOPE

1.1 Scope. This specification covers the quality assurance provisions, and special requirements not covered by Drawing 233AS912 for the MK 26 MOD 0 initiator (see 6.1).

2. APPLICABLE DOCUMENTS

2.1 General. The documents listed in this section are specified in sections 3 and 4 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements documents cited in sections 3 and 4 of this specification, whether or not they are listed.

2.2 Government documents.

2.2.1 Specifications and standards. The following specifications and standards form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto, cited in the solicitation (see 6.2).

SPECIFICATIONS

DEPARTMENT OF DEFENSE

MIL-I-23659

Initiator, Electric, General Design Specification

STANDARDS

MILITARY

MIL-STD-331

Fuze and Fuze Components, Environmental and Performance Tests for

AMSC N/A FSC 1340

DISTRIBUTION STATEMENT D. Distribution authorized to DOD and DOD contractors only; administrative and operational; April 1992. Other requests shall be referred to Code 5710 via 102, Indian Head Division, Naval Surface Warfare Center.

MIL-STD-1168

Lot Numbering of Ammunition

MIL-STD-1235

Single and Multilevel Continuous Sampling Procedures and Tables for Inspection by Attributes

(Unless otherwise indicated, copies of federal and military specifications, standards, and handbooks are available from the Standardization Documents Order Desk, Bldg 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094.)

2.2.2 Other Government publications. The following other government publications and Drawings form a part of this document to the extent specified herein. Unless otherwise specified, the issues are those cited in the solicitation (see 6.2).

DRAWINGS

NAVY

233AS912

Initiator, MK 26 MOD 0

233AS904

Igniter Assembly, MK 311 Mod 0

(Application for copies of this specification should be addressed to Commander, Naval Surface Warfare Center, Data Control Branch (Code 8410P), 101 Strauss Avenue, Indian Head Division, Indian Head, MD 20640-5035.)

2.3 Non-Government publications. The following documents form a part of this specification to the extent specified herein. Unless otherwise specified, the issues of the documents which are DoD adopted are those listed in the issue of the DoDISS cited in the solicitation. Unless otherwise specified, the issues of documents not listed in the DoDISS are the issues of the documents cited in the solicitation (see 6.2).

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/AMERICAN SOCIETY FOR QUALITY CONTROL (ASQC)

ANSI/ASQC Z1.4 Sampling Procedures and Tables for Inspection by Attributes (DoD adopted)

(Application for copies should be addressed to the American Society for Quality Control, P.O. Box 3005, 611 E. Wisconsin Avenue, Milwaukee, WI 53201-4606.)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM E 1742

Standard Practice for Radiographic Examination (DoD adopted)

(Application for copies should be addressed to the American Society for Testing and Materials, 100 Bar Harbor Drive, West Conshohocken, PA 19428-2959.)

2.4 Order of precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3. REQUIREMENTS

- 3.1 First article. When specified (see 6.2), a sample shall be subjected to first article inspection (see 6.3) in accordance with 4.3.
- 3.2 Conformance to documents. The initiator shall conform to this specification and the document listed on Drawing 233AS912.
- 3.3 Material. Materials shall be in accordance with drawings and specifications specified herein.
- 3.4 Radiographic inspection. All radiographical inspection shall be performed in accordance with ASTM E 1742 (2-2T or better).
- 3.5 Electrical continuity and resistance. The electrical circuit of each initiator shall be continuous and shall meet the requirements of Drawing 233AS912, Notes 1, and 2.
- 3.6 No-fire sensitivity. The electrical circuit of each initiator shall meet the requirements of Drawing 233AS912, Note 7.
- 3.7 All Fire Sensitivity. The electrical circuit of each initiator shall meet the requirements of Drawing 233AS912, Note 6.
- 3.8 Output limits. The electrical circuit of each initiator shall meet the requirements of Drawing 233AS912, Note 8. It shall fire within 5 milliseconds after 1.57± 0.07 amperes of DC current is applied to the circuit. The duration of the firing pulse shall be a minimum of 10 milliseconds.
- 3.8 Static Discharge (25 KV) test. The initiator shall not be sensitive to human body static discharge. The initiator shall meet the static discharge requirements of Drawing 233AS912, Note 10 and MIL-I-23659, human body static discharge test.
- 3.10 Vibration resistance. The initiator shall withstand the transportation vibration test stated in MIL-STD-331, Table Number B1-1.
- 3.11 Airtightness. The full up initiator or the squib shall be airtight and shall meet the requirements of Drawing 233AS912, Note 3. The test method is optional as long as the accuracy is within 10 percent.
- 3.12 Workmanship. All parts shall be fabricated and finished in a thorough, workmanlike manner. They shall be free of burrs, chips, sharp edges, cracks, unblended radii, surface defects, metal shavings, dirt, grease, rust, corrosion products and other foreign matter. The cleaning method used shall not be injurious to any part nor shall the parts be contaminated by the cleaning agent. All required markings shall be neat and sharply defined. Known item defects shall not be submitted with the lot.

4. VERIFICATION

- 4.1 Classification of Inspections. The inspection requirements specified herein are classified as follows:
 - a. First article inspection (4.3)
 - b. Quality conformance inspection (4.4)
- **4.2 Inspection conditions.** Unless otherwise specified (see 6.2), all inspections shall be performed as specified in the applicable test method called out in section 4.5.

4.3 First article inspection.

- 4.3.1 First article sample. The contractor shall submit a first article sample as designated by the Contracting Officer for evaluation in accordance with the provisions of 4.3.2. The first article sample shall consist of 150 initiators (70 of these units may be squibs). All 150 initiators/squibs shall have been manufactured using the same production processes, procedures and equipment that will be used in fulfilling the contract. A squib is the full explosive train of the initiator without the ferrite beads and lead wires. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used in regular production. Prior to submission, the contractor shall inspect the sample to the degree necessary to assure it conforms to the requirements of the contract and submit a record of this inspection with the sample, including statements of findings or certificates of conformance for materials. A sample containing known defects shall not be submitted. A first article, or portion thereof, as directed by the Contracting Officer, shall also be submitted whenever there is a lapse in production in excess of 180 days or whenever a change occurs in manufacturing process, material used, drawing, or specification such as to significantly affect product uniformity as determined by the Government.
- 4.3.2 Inspections to be performed. Assemblies and components will be subjected by the Government to any or all of the examinations or tests specified in this specification and any or all requirements of the applicable drawings. Unless otherwise specified in the procurement document, the 150 MK 26 MOD 0 Initiators which make up the first article, will be tested in accordance with the following table. 70 of these units may consist of a subassembly of the initiator called a squib, as shown in the following table:

FIRST ARTICLE TESTING	MK 26	MK26	SQUIB/MK 26	REQT.
NON DESTRUCTIVE TESTS				
X-RAY	Α	Α	*	PARA. 3.4
CIRCUIT RESISTANCE/TTT	В	В	A	PARA. 3.5
Rs COMPONENT OF IMPEDANCE	- C	C		DWG 233AS912, NOTE 4
STATIC DISCHARGE (25 KV)	ם	D		PARA. 3.9
VIBRATION	Ε	E		PARA. 3.10
AIRTIGHTNESS			В	PARA. 3.11
CIRCUIT	F	F	•	PARA. 3.5
INSULATION RESISTANCE	G	G		PARA. 4.5.4
BRUCETON TEST				
NO FIRE CURRENT	Н			PARA. 3.6
ALL FIRE CURRENT		Н		PARA. 3.7
OUTPUT TEST			С	PARA. 3.8

4.3.3 Rejection. If any assembly or component fails to comply with any of the requirements stated in section 3 of this specification, the first article sample shall be rejected. The Government reserves the right

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to terminate its inspection upon any failure of any assembly or component to comply with any of the stated requirements.

4.4 Quality conformance inspection.

- 4.4.1 Lot formation. The term "lot" as used throughout this specification refers to an inspection lot, which is defined as an essentially homogeneous collection of units of product from which a representative sample is drawn and inspected to determine conformance of the lot with applicable requirements. The sample selected shall represent any prior or subsequent quantities presented for inspection. Homogeneity shall be considered to exist provided the lot has been produced by one manufacturer, in one unchanged process, in accordance with the same drawings and specifications. Changes to either the process, drawings, or specifications not affecting safety, performance, interchangeability, or storage, as determined by the Government inspector, shall not be deemed to alter the homogeneity of the lot. Inspection lots shall comply with ANSI/ASQC Z1.4-1993 and shall be numbered in accordance with MIL-STD-1168. Unless otherwise approved by the contracting officer, the inspection lot size of major assemblies or end items deliverable under the contract shall be not less than the smallest weekly estimate of quantities contractually scheduled for production during any month of the contract period. Inspection lots for components or subassemblies, other than the items of delivery, shall be homogeneous and of a size convenient to the contractor.
- 4.4.2 Examination. Sampling plans and procedures for the following classification of defects shall be in accordance with ANSI/ASQC Z1.4-1993 except that inspection for critical defects, when listed, shall be 100 percent. Otherwise, sampling and acceptance criteria shall be as specified in the contract or purchase order (see 6.2). Equipment necessary for the performance of the inspections listed shall be in accordance with 4.6. The Lot Acceptance Test (LAT) sample shall follow the test sequence stated below:

LOT ACCEPTANCE TEST MATRIX	LAT SEQUENCE
RADIOGRAPHIC INSPECTION	Α
CIRCUIT RESISTANCE/CONTINUITY	В
STATIC DISCHARGE (25 KV)	С
AIRTIGHTNESS	D
CIRCUIT RESISTANCE/CONTINUITY	Ε
INSULATION RESISTANCE	F
OUTPUT TEST	G
BRUCETON TEST (ONCE/40,000 UNITS)	80 UNITS

4.5 Tests.

- 4.5.1 Visual. The initiator samples shall be visually examined for conformance to Drawing 233AS912.
- 4.5.2 Radiographic Inspection. The initiator samples shall be radiographically inspected in accordance with paragraph 3.4.
- 4.5.3 Electrical circuit and continuity test (see Drawing 233AS912). Each lot of initiators shall be sampled for electrical continuity testing in accordance with ANSI/ASQC. Lot acceptance criteria shall be as specified in the contract or purchase order (see 6.2). The equipment used in measuring the igniter

electrical continuity and resistance shall not subject the initiator firing circuit to more than 10 milliamperes. The bridgewire resistance (Drawing 233AS912, Note 1) shall be measured between the two lead wires.

- 4.5.4 Insulation resistance test. Each lot of initiators shall be sampled for insulator resistance testing in accordance with ANSI/ASQC Z1.4-1993. Lot acceptance criteria shall be as specified in the contract or purchase order (see 6.2). This shall be considered a destructive test. The insulation resistance (Drawing 233AS912, Note 2) shall be measured between the shorted leads and all outer spaces of the initiator at 500 VDC for 2 seconds minimum.
- 4.5.5 No-fire/all-fire sensitivity test. A Bruceton test shall be performed every 40,000 units of production. The units shall meet the requirements stated in 3.6 and 3.7.
- 4.5.6 Firing time test. The sampling plan for this test shall be in accordance with ANSI/ASQC Z1.4-1993. Lot acceptance criteria shall be as specified in the contract or purchase order (see 6.2). If the sample fails the requirements of 3.8, or has one or more duds or misfires, the lot shall be rejected. This is a destructive test.
- 4.5.7 Output limits test. The unit shall be fired inside a 10 cubic centimeter closed volume bomb developed by the contractor and approved by the government. The sampling plan for this test shall be in accordance with ANSI/ASQC Z1.4-1993. Lot acceptance criteria shall be as specified in the contract or purchase order (see 6.2). If the sample fails the requirements of 3.8, the lot shall be rejected.
- 4.6 Inspection equipment. The contractor shall have at his disposal, all the inspection equipment required to perform the quality assurance provisions stated in this specification. The accuracy of the inspection equipment shall be good enough to reliably measure the tolerance limits stated in the MK 26 Mod 0 Initiator Drawing 233AS912 and this specification.
- 4.6.1 Government rights to documentation. Inspection equipment drawings and lists, provided and revised in accordance with the requirements of the equipment tabulation, may be used by DOD activities for design, procurement, manufacture, testing, evaluation, production and receiving inspection, overhaul, shipping, storage, identification of stock, ordering and storage of replacement parts, inspection of items at overhaul, general maintenance of equipment, construction, survey, and wherever inspection equipment drawings are needed.

5. PACKAGING

5.1 Packaging. For acquisition purposes, the packaging requirements shall be as specified in the contract or order (see 6.2). When actual packaging of material is to be performed by DoD personnel, these personnel need to contact the responsible packaging activity to ascertain requisite packaging requirements. Packaging requirements are maintained by the Inventory Control Point's packaging activity within the Military Department or Defense Agency, or within the Military Department's System Command. Packaging data retrieval is available from the managing Military Department's or Defense Agency's automated packaging files, CD-ROM products, or by contacting the responsible packaging activity.

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6. NOTES

(This section contains information of a general or explanatory nature that may be helpful but is not mandatory.)

- 6.1 Intended use. The MK/26 Mod 0 Initiator is used in the MK 311 Mod 0 Igniter. The MK 311 Mod 0 Igniter is part of the MK 66 Mod 4 Rocket Motor. The MK 66 Rocket Motor is the propulsion unit of the 2.75 Inch Rocket. As this is a military ordnance item, there is no commercial application for the MK 26 MOD 0 Initiator.
- 6.2 Acquisition requirements. Acquisition documents should specify the following:
 - a. Title, number and date of this specification.
 - b. Issue of DODISS to be cited in the solicitation, and if required, the specific issue of individual documents referenced (see 2.2 and 2.3).
 - c. Whether a first article sample is required (see 3.1).
 - d. Inspection conditions if other than as specified (see 4.2).
 - e. Assigned activity for first article inspection (see 4.3 and 6.3).
 - f. Sampling and acceptance criteria for quality conformance inspection (see 4.4.2, 4.5 and 6.4).
 - g. Packaging requirements (see 5.1).
 - h. That the safety precaution requirements of "Contractors' Safety Manual for Ammunition and Explosives, and Related Dangerous Material" (DOD 4145.26M) are applicable and should be specified in the contract or order as required by the Federal Acquisition Regulation (FAR)
 23.3. NOTE: When this specification is used as part of the description of work to be accomplished by a Government activity, the safety precaution requirements of "Ammunition and Explosives Ashore" (OP 5) are applicable.
- 6.3 First article. When a first article inspection is required, the contracting officer should provide specific guidance to offerors whether the item(s) should be a preproduction sample, a first article sample, a first production item, a sample selected from the first production items, standard production item from the contractor's current inventory (see 3.1) and the number of items to be tested as specified in 4.3. The contracting officer should also include specific instructions in acquisition documents regarding arrangements for examinations, approval of first article test results, and disposition of first articles. Invitations for bids should provide that the Government reserves the right to waive the requirement for samples for first article inspection to those bidders offering a product which has been previously acquired or tested by the Government, and that bidders offering such products, who wish to rely on such production or test, must furnish evidence with the bid that prior Government approval is presently appropriate for the pending contract. Bidders should not submit alternate bids unless specifically requested to do so in the solicitation.

- 6.4 Lot sampling and acceptance criteria. Continuous sampling plans in accordance with MIL-STD-1235 may be used if approved by the procuring activity. Also, at the option of the procuring activity, AQL's and sampling plans may be applied to the individual characteristics listed using an AQL of 0.40 percent for each major defect and an AQL of 0.65 percent for each minor defect. Once agreement has been reached as to which method will be used (group or individual) that method will be used for all of the classification of defects listed in the applicable drawings and this specification.
- 6.4.1 Electrical continuity. Each lot of initiators should be sampled for electrical continuity testing in accordance with ANSI/ASQC Z1.4-1993 using an AQL of 0.15 percent, level II. If the number of samples failing the requirements of 3.5 exceeds the AQL reject level, the lot should be rejected.
- 6.4.2 Insulation resistance. Each lot of initiators should be sampled for insulation resistance testing in accordance with ANSI/ASQC Z1.4-1993 using an AQL of 0.15 percent, level II. If the number of samples failing the requirements of Drawing 233AS912, Note 2 (see 3.5) exceeds the AQL reject level, the lot should be rejected.
- 6.4.3 Firing time test. The sampling plan for this test should be in accordance with ANSI/ASQC Z1.4-1993 using an AQL of 0.15 percent, level II. If the sample fails the requirements of 3.8 or has one or more duds or misfires, the lot should be rejected. This is a destructive test.
- 6.4.4 Output limits. The sampling plan for this test should be in accordance with ANSI/ASQC Z1.4-1993 using an AQL of 0.15 percent, level II. If the sample fails the requirements of 3.8, the lot should be rejected.
- 6.5 Changes from previous issue. Marginal notations are not used to identify changes with respect to the previous issue because of the extensiveness of the changes. This revision incorporates the following Engineering Change Proposals: R0R3004, R0R3007 and R0R4214.

Preparing activity: Navy - OS

